

### **Remarks**

This is in response to the final Office Action mailed on October 11, 2006. Claims 18, 22, 28, and 32-55 are pending and were rejected. With this amendment, claims 38, 41, 44 and 50 are amended. Support for these amendments can be found, among other places, in Figure 3 and the support text in Applicants' specification as originally filed. No new subject matter has been added.

#### **Rejection Under 35 U.S.C. 112, second paragraph**

Claims 18, 22, 28 and 32-55 were rejected under 35 U.S.C 112, second paragraph. Specifically, the Office Action states:

[c]laims 38, 44 and 50 all recite scheduling maintenance and service using the plurality of notices and the plurality of requests from the manager. However, the elements before this element recite that the notices and requests are received by the manager from a plurality of users. Therefore, it is unclear as to how the notices and requests are from the user in the scheduling step.

Clarification was requested.

Claims 38, 44 and 50 have been amended to include substantially similar limitations to "scheduling maintenance and service at the manager based on the plurality of notices from the plurality of provider environment users and the plurality of requests from the plurality of consumer environment users . . . ." Applicants submit that the claims are now allowable over the rejection under 35 U.S.C. 112, second paragraph, and respectfully request removal of this rejection.

#### **Rejection Under 35 U.S.C. 102(e)**

Claims 18, 22, 28, 32-38, 40-44, 46-50, and 52-55 were rejected under 35 U.S.C. 102(e) as being anticipated by Sekizawa. Independent claims 38, 44, and 50 are amended to include substantially similar limitations to "(a) planning demand and supply of manufacturer offerings within the network-based supply chain environment; (b) managing orders for the manufacturer offerings; and (c) providing maintenance and service for the network-based supply chain environment . . . ." Sekizawa does not disclose or suggest each and every limitation of Applicants' invention as presently claimed because Sekizawa fails to disclose or suggest a method or program for maintaining and servicing a network-based e-commerce supply chain environment including the amended features set forth above. Rather,

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Sekizawa teaches a mail server that transmits information about abnormal operation of printers within a network. Accordingly, Applicants submit that the claims are now patentably distinguishable from the prior art.

Because the claims depending from independent claims 38, 44 and 50 are now based on allowable base claims, Applicants respectfully submit that the dependent claims are also patentably distinguishable from the prior art. Accordingly, Applicants respectfully request removal of the rejection based on 35 U.S.C. 102(e).

**Rejection Under 35 U.S.C. 103(a)**

Claims 39, 45, and 51 were rejected under 35 U.S.C. 103(a) as being unpatentable over Sekizawa and Haluska. Claims 39, 45, and 51 depend from independent claims 38, 44, and 50, respectively, which have been shown above to be patentable. As previously stated, the cited prior art, alone or in combination, fails to disclose or suggest Applicants' invention as now claimed. Applicants thus submit that claims 39, 45, and 51 are patentably distinguishable from the prior art and respectfully request removal of the rejection based on 35 U.S.C. 103.

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### **Conclusion**

Applicant submits that for at least the reasons stated above, all pending claims are allowable over the art of record and respectfully requests reconsideration and that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7345. If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Docket 60021-336701).

Respectfully submitted,



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